

**Pullman Incorporated**

200 South Michigan Avenue  
Chicago, Illinois 60604  
(312) 322-7049  
Telex 25-4036

RECORDATION NO. 5889-A

OCT 11 1978 - 8 20 PM

INTERSTATE COMMERCE COMMISSION

**William O. Eldridge**  
Attorney

**8-284A207**

Date OCT 11 1978

Fee \$

October 5, 1978

Secretary **McC Washington, D. C.**  
Interstate Commerce Commission  
Washington, D. C. 20423

Re: Section 20c Filing  
Pullman Transport Leasing Company  
Supplemental Agreement No. 6  
Equipment Trust Agreement  
Dated as of December 15, 1970  
(Series 2)

RECEIVED  
OCT 11 3 33 PM '78  
FEE OPERATION BR.

Dear Mr. Secretary:

Enclosed for recording under Section 20c of the Interstate Commerce Act are executed counterparts Numbers 2, 3 and 4 of the Supplemental Agreement No. 6, (hereinafter referred to as the "Supplement"), dated as of September 1, 1978, to the Equipment Trust Agreement, (hereinafter referred to as the "Agreement"), dated as of December 15, 1970, between First National City Bank (presently known as Citibank, N.A.), as Trustee, 111 Wall Street, New York, New York 10015, and Pullman Transport Leasing Company (presently known as Pullman Leasing Company), 200 South Michigan Avenue, Chicago, Illinois 60604. The Agreement was filed with the Commission on December 8, 1970, and was assigned Recordation Number 5889. Supplemental Agreement No. 1 dated as of June 15, 1973, was filed with the Commission and was assigned Recordation Number 5889-B, Supplemental Agreement No. 2 dated as of March 18, 1974, was filed with the Commission on May 19, 1974, and was assigned Recordation Number 5889-C. Supplemental Agreement No. 3 dated as of December 1, 1975, was filed with the Commission on December 19, 1975, and was assigned Recordation Number 5889-D. Supplemental Agreement No. 4 dated as of December 17, 1975, was filed with the Commission on July 12, 1976, and was assigned Recordation Number 5889-E. Supplemental Agreement No. 5 dated as of November 1, 1977, was filed with the Commission on March 9, 1978, and was assigned Recordation Number 5889-F.

*Mary K. Spindler*  
*Christy*

Pullman Incorporated

Secretary  
Interstate Commerce Commission  
Page No. Two

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Pullman Transport Leasing Company.

The Supplement was entered into by Pullman Leasing Company and the Trustee for the purpose of deleting from the Agreement units of the Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since November 1, 1977, and to substitute therefor other units of Equipment.

I am also enclosing a Pullman Leasing Company check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for recording the Supplement.

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 20c of the Interstate Commerce Act, please duly file two of the enclosed counterparts for record in your office and return the remaining copy, together with the Certificate of Recording, to the messenger making this delivery.

If you have any question concerning this request, please call me collect.

Very truly yours,

*William O. Eldridge*

enc.  
WOE:ja

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

10/11/78

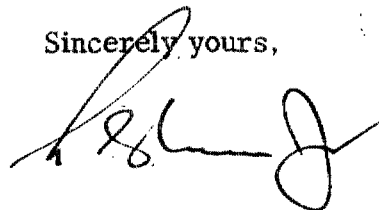
OFFICE OF THE SECRETARY

William O. Eldridge, Atty  
Pullman Incorp.  
200 S. Michigan Ave.  
Chicago, Illinois 60604

Dear Sir:

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on 10/11/78 at 3:40pm  
and assigned recordation number(s) 5889-G

Sincerely yours,



H.G. Homme, Jr.,  
Acting Secretary

Enclosure(s)

SE-30-T  
(2/78)

RECORDATION NO. 3889-14 425

OCT 11 1978 - 3: 43 PM

INTERSTATE COMMERCE COMMISSION

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 2

PULLMAN TRANSPORT LEASING COMPANY

EQUIPMENT TRUST

(Series 2)

SUPPLEMENTAL AGREEMENT NO. 6

Dated as of September 1, 1978

TO

Equipment Trust Agreement

Dated as of December 15, 1970

BY AND BETWEEN

FIRST NATIONAL CITY BANK  
(Presently known as Citibank, N.A.)

AND

Pullman Transport Leasing Company  
(Presently known as Pullman Leasing Company)

SUPPLEMENTAL AGREEMENT NO. 6

EQUIPMENT TRUST AGREEMENT

DATED AS OF DECEMBER 15, 1970

(Series 2)

This Supplemental Agreement, (hereinafter called the "Supplemental Agreement"), dated as of September 1, 1978, by and between Citibank, N.A., formerly known as First National City Bank, a national banking association incorporated and existing under the laws of the United States, as Trustee, (hereinafter called the "Trustee"), and Pullman Leasing Company, formerly known as Pullman Transport Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware, (hereinafter called the "Company").

WHEREAS, the Trustee, as Trustee, and the Company entered into an Equipment Trust Agreement dated as of December 15, 1970, and have heretofore amended such Equipment Trust Agreement, (which Equipment Trust Agreement as so amended is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agree-

ment or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Trustee and the Company heretofore have entered into Supplemental Agreement No. 1 dated as of June 15, 1973; Supplemental Agreement No. 2 dated as of March 18, 1974; Supplemental Agreement No. 3 dated as of December 1, 1975; Supplemental Agreement No. 4 dated as of December 17, 1975; and Supplemental Agreement No. 5 dated as of November 1, 1977; and

WHEREAS, the Trustee and the Company desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee and the Company agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since November 1, 1977. Each of such units of Trust Equipment are hereby deleted from Schedule A to the Equipment Trust Agreement.

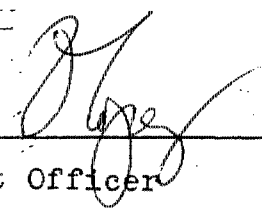
2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.

3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

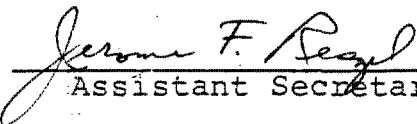
In Witness Whereof, the Trustee and the Company have caused their names to be signed hereto by their respective

officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

  
Trust Officer

Attest:

  
Assistant Secretary

Citibank, N.A., As Trustee

By 

Senior Trust Officer

Pullman Leasing Company

By 

President

STATE OF ILLINOIS)  
 ) SS  
COUNTY OF COOK )

I, Tammi Bowden, a Notary Public in and for such County and State, do hereby certify that Hugh W. Foster, personally known to me to be President of Pullman Leasing Company, a Delaware corporation, and Jerome F. Reszel, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of September, 1978.

Tammi Bowden  
Notary Public

My commission expires: December 7, 1981

STATE OF )  
 ) SS  
COUNTY OF )

I, ALICE H. SHAW, a Notary Public in and for such County and State, do hereby certify that RALPH L. JOHNSON, personally known to me to be a Senior Trust Officer of CITIBANK, N.A. and V. LOPEZ, personally known to me to be a TRUST OFFICER of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as ~~Senior Trust Officer~~ and ~~Trust Officer~~ of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of , 197 .

Alice H. Shaw  
Notary Public

My commission expires:

ALICE H. SHAW  
Notary Public, State of New York  
No. 24-4646218  
Qualified in Kings County  
Term Expires March 30, 1979



Quantity

Description

Car Numbers

Fair Value

Equipment first:  
put into use  
not later than

50

60'6" Open Side  
Non-Insulated Box Cars

\$ 973,254.58

July, 1970

APA 1001 - 1003;  
RSP 6000 - 6002; 6600 - 6604;  
TDX 60000 - 60008; 61000 -  
61029

18

4740 Cu. Ft. Capacity  
100-Ton Covered Hopper  
Cars

MILW 100067; 100078; 100146;

102,899.40

September, 1970

100347; 100413; 100481;  
TLCX 30527; 30587; 30697;  
30864; 30905; 31021

61,309.91

October, 1970

\$1,155,463.89

SCHEDULE B  
EQUIPMENT TRUST AGREEMENT  
DATED AS OF DECEMBER 15, 1970  
(Series 2)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Fair Value</u>	<u>Equipment first put into use not later than</u>
37	23,500 Gallon, Coiled and Insulated Tank Cars	PTLX 223737 - 223747; 223754 - 223765; 223772; 223775 - 223787	\$1,339,236.34	\$1,179,364.72	April, 1975